

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**MARISA CATOTA, individually and on §
behalf of all others similarly situated, §**

Plaintiff, §

v. §

**TIERRA VIVA, INC. and EDUARDO §
LOPEZ, individually,** §

Civil Action No. 4:23-cv-3187

Defendants. §

ORDER

The plaintiffs, Marisa Catota and Cecilia Blanco, sued Tierra Viva, Inc. and Eduardo Lopez, individually. In the complaint, the plaintiffs alleged that the defendants violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, by failing to pay minimum wage for all hours worked and improperly claiming a tip credit. The parties have jointly moved for approval of a settlement agreement and to enter final judgment.

The FLSA provides that “any employer who violates the provisions of section 206 or 207 of this title shall be liable to the employee . . . affected in the amount of unpaid wages, or their unpaid overtime compensation, as the case may be” 29 U.S.C. § 216(b). FLSA claims may be compromised after the court reviews and approves a settlement in a private action for back wages under 29 U.S.C. § 216(b). *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir.1982). If the settlement reflects “a reasonable compromise over issues,” the court may approve it. *Id.* at 1354.

In this case, there are genuine disputes over whether the defendants can claim a tip credit and the amount, if any, of unpaid wages and attorneys’ fees due. This court has reviewed the

settlement agreement and finds that the amount to be paid to the plaintiffs and the amount of attorneys' fees provided for in the settlement agreement are fair and reasonable. This court approves the proposed settlement as a fair and reasonable compromise of a bona fide dispute under the FLSA. The motion for approval is granted. Final judgment will be entered by separate order.

SIGNED on _____, 2024, at Houston, Texas.

Lee H. Rosenthal
United States District Judge